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 becksbk@yahoo.com

Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

|             |   |                   |
|-------------|---|-------------------|
| In Re:      | ) | BK-S-19-16636-MKN |
|             | ) | Chapter 11        |
| CENSO, LLC. | ) |                   |
|             | ) |                   |
|             | ) |                   |
| Debtor.     | ) |                   |

**REPLY TO NEWREZ, LLC DBA SHELLPOINT MORTGAGE SERVICING'S  
 OPPOSITION TO MOTION FOR CONTEMPT FOR VIOLATION OF INTERIM  
 ADEQUATE PROTECTION ON FIRST LIEN SECURED BY REAL PROPERTY AT  
 5900 NEGRIL AVENUE, LAS VEGAS NEVADA 89130**

COMES NOW, Debtor, CENSO, LLC. ("Debtor"), by and through their attorney,  
 COREY B. BECK, ESQ., hereby files this reply to NewRez, LLC., d/b/a/ Shellpoint Mortgage  
 Servicing's Opposition to Motion for Contempt for Violation of Interim Adequate Protection on  
 First Lien Secured by Real Property at 5900 Negril Avenue, Las Vegas, Nevada 89130 as  
 follows;

ShellPoint's pattern and practice of operating in "bad faith" and ignoring terms of  
 Stipulation for Interim Adequate Protection is literally continuing to now. Page 2 of the  
 Adequate Protection Order notes that "Debtor will provide proof of current insurance on the  
 property listing NewRez, LLC., f/k/a New Penn Financial LLC d/b/a ShellPoint Mortgage  
 Servicing as loss as payee". *See Exhibit "1" - Interim Adequate Protection Order Page 2*  
*Paragraph 4.* Notwithstanding court order, ShellPoint is seeking to have "Melissa J. Hexum and  
 Peter Arsaga" on policy. *See Exhibit "2" - Copy of May 12, 2021 Letter from ShellPoint.* In  
 fact, Order acknowledges that the debtor will provide proof of insurance. There is no basis to  
 contact Westwood Insurance Agency when the debtor has complied with the terms of the Order.

Moreover, if ShellPoint had carefully contemplated terms of the Adequate Protection Order ShellPoint would have engaged debtor and counsel.

Shellpoint asserts in its opposition that the Adequate Protection Order was not violated. ShellPoint has not refuted direct argument of the debtor regarding mortgage payments. ShellPoint did not acknowledge proof of payments when specific evidence of amounts, checks, as well as evidence of checks clearing were provided.

Similarly, Shellpoint breached the court order with respect to the payment of the property taxes even though loan was de-escrowed through the stipulation. *See Exhibit "3" - Declaration of the Debtor - Page 2 Paragraph 6.* In particular, ShellPoint paid property taxes in March 2021. *See Declaration of Debtor - Page 3 Paragraph 3.* Payment violates the January 27, 2021 Interim Adequate Protection Order. *See Exhibit "1" - Interim Adequate Protection.*

Finally, ShellPoint continues to violate Adequate Protection Order with respect to payment of insurance. As previously mentioned, ShellPoint is requiring insurance in 3<sup>rd</sup> party's name when Order clearly states that Debtor shall provide proof of insurance. Moreover, ShellPoint paid the property insurance. Notwithstanding, that the debtor had complied with the responsibility of having insurance placed and ShellPoint as loss payee beneficiary. *See Exhibit "3" - Declaration of the Debtor - Page 2 Paragraph 6.*

ShellPoint further asserts in its opposition that there is no damages. This is incorrect. Actions taken are in violation of the Adequate Protection Order. Moreover, Debtor as well as counsel has had to expend a lot of time following up and protecting the interests of the debtor.

ShellPoint should not be excused in any way because if the bank followed the order as well as acted in a careful and thoughtful manner then not any of the inappropriate actions would have been brought to the court.

\* \* \*

\* \*

\*

**RELIEF REQUESTED**

1. Order sustaining Motion for Sanctions;
2. Reasonable attorney's fees and costs.

DATED this 19<sup>th</sup> day of July, 2021.

/s/ COREY B. BECK, ESQ.  
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**CERTIFICATE OF MAILING OF REPLY TO NEWREZ, LLC DBA SHELLPOINT  
MORTGAGE SERVICING'S OPPOSITION TO MOTION FOR CONTEMPT FOR  
VIOLATION OF INTERIM ADEQUATE PROTECTION ON FIRST LIEN SECURED  
BY REAL PROPERTY AT 5900 NEGRIL AVENUE, LAS VEGAS NEVADA 89130**

I hereby certify that on the 19<sup>th</sup> day of July, 2021, I mailed a true and correct copy of the  
***OPPOSITION TO NEWREZ, LLC., D/B/A SHELLPOINT MORTGAGE SERVICING'S  
MOTION FOR RELIEF FROM AUTOMATIC STAY and MOTION TO ACCOUNT FOR  
AND SEQUESTER RENTAL INCOME AND/OR FOR ADEQUATE PROTECTION***, was  
sent ECF electronic mail, facsimile and/or first class mail, postage pre-paid, to the following  
parties of interest, at their last known addresses, as follows:

Ariel E. Stern, Esq.  
Natalie L. Winslow, Esq.  
Nicholas E. Belay, Esq.  
Akerman LLP  
1635 Village Center Circle, Suite 200  
Las Vegas, NV 89134  
Ph.: (702) 634-5000  
Fax: (702) 380-8572  
Email: [nicholas.belay@akerman.com](mailto:nicholas.belay@akerman.com)  
Email: [natalie.winslow@akerman.com](mailto:natalie.winslow@akerman.com)  
Email: [ariel.stern@akerman.com](mailto:ariel.stern@akerman.com)  
Email: [akermanlas@akerman.com](mailto:akermanlas@akerman.com)  
Email: [elizabeth.streible@akerman.com](mailto:elizabeth.streible@akerman.com)

**SENT VIA ECF FILING**

/s/ VANESSA ANDERSON  
An Employee of  
The Law Office of Corey B. Beck, P.C.

EXHIBIT “1”

1 Kristin A. Schuler-Hintz, Esq. SBN 7171

2 Michael Chen, Esq. SBN 7307

E-filed: 1/27/2021

3 **McCarthy & Holthus, LLP**

4 9510 West Sahara Avenue, Suite 200

5 Las Vegas, NV 89117

6 Phone (877) 369-6122

7 Fax (866) 339-5691

8 Attorneys for Secured Creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, its assignees  
9 and/or successors

10 UNITED STATES BANKRUPTCY COURT

11 DISTRICT OF NEVADA

12 In re:

) Case No. 19-16636-mkn

13 Censo LLC,

) Chapter 11

14 Debtor.

)

) **STIPULATION FOR INTERIM**

) **ADEQUATE PROTECTION ON FIRST**

) **LIEN SECURED BY REAL PROPERTY**

) **AT 5900 NEGRIL AVENUE, LAS VEGAS,**

) **NV 89130**

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) DATE: 1/27/2021

) TIME: 9:30 a.m.

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1 Secured Creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, its assignees and/or  
2 successors ("Secured Creditor"), and Censo LLC. ("Debtor") by and through their respective  
3 attorneys of record STIPULATE as follows:

4  
5 **RECITALS**

- 6 A. On 5/4/2006, Peter Arsaga and Melissa Hexum, for valuable consideration, made,  
7 executed and delivered a Note secured by a First Deed of Trust both in the amount of  
8 \$328,000.00 on the property commonly known as 5900 Negril Avenue, Las Vegas, NV  
9 89130 ("Subject Property").
- 10 B. On or about 10/11/2019, Debtor filed a voluntary petition under Chapter 11 of the  
11 Bankruptcy Code in the United States Bankruptcy Court, Nevada District of Nevada, and  
12 claims title ownership interest in the subject real property.
- 13 C. As of the date of filing of said bankruptcy case, the total amount of Secured Creditor's  
14 claim with regard to the Subject Property was approximately \$502,112.94 (Proof of  
15 Claim #3).
- 16 D. The parties have conferred and agree upon interim adequate protection for Secured  
17 Creditor's first lien secured by the Subject Property and those terms are reflected below.

18  
19 **THE PARTIES HERETO STIPULATE AND AGREE AS FOLLOWS:**

- 20 1. This Stipulation affects the real property commonly known as 5900 Negril Avenue, Las  
21 Vegas, NV 89130 ("Subject Property").
- 22 2. Commencing 2/1/2021, Debtor shall make regular monthly payments to Secured Creditor  
23 in the amount of \$1,733.00. These payments will be applied contractually to the loan.

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- 1 3. Payments shall be made directly to NewRez LLC, f/k/a New Penn Financial, LLC d/b/a  
2 Shellpoint Mortgage Servicing, Secured Creditor at NewRez LLC, f/k/a New Penn  
3 Financial, LLC d/b/a Shellpoint Mortgage Servicing, PO Box 10826, Greenville, SC  
4 29603, with reference to the last four digits of the Loan Number 5562, or as otherwise  
5 directed.
- 6 4. On or before 1/31/2021, Debtor will provide proof of current insurance on the property  
7 listing NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage  
8 Servicing as loss payee, and will continue to maintain current insurance, and all property  
9 tax and HOA (Homeowner's Association Assessment) obligations immediately on the  
10 subject real property. Accordingly, Secured Creditor shall then de-escrow the loan for  
11 taxes and insurance.
- 12 5. In the event Debtor fails to timely perform any of the obligations set forth in this  
13 stipulation, Secured Creditor shall notify Debtor and Debtor's counsel of the default in  
14 writing. Debtor shall have fifteen (15) calendar days from the date of the written  
15 notification to cure the default and to pay an additional \$100.00 for attorneys' fees for  
16 each occurrence. An additional \$150.00 will also be due if court certification of the  
17 default required.
- 18 6. If Debtor fails to cure the default, Secured Creditor may lodge a Declaration of Default  
19 and Order Terminating the Automatic Stay. Upon entry of the Order, the automatic stay  
20 shall be terminated and extinguished for purposes of allowing Secured Creditor to notice,  
21 proceed with and hold a trustee's sale of the subject property, pursuant to applicable state  
22 law, without further Court Order or proceeding being necessary. Upon entry of Order,  
23 Secured Creditor may also commence any action necessary to obtain complete possession  
24 of the subject Property, including unlawful detainer, if required.

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7. If this instant Chapter 11 bankruptcy petition is dismissed and/or converted to another chapter under title 11, the repayment terms of this Order shall immediately cease in effect and become null and void, Secured Creditor's lien shall remain a valid secured lien for the full amount due under the original Promissory Note, and all payments received under this agreement will be applied contractually under the original terms of the Deed of Trust and original Promissory Note.

IT IS SO STIPULATED:

Submitted by:

McCarthy & Holthus, LLP

/s/ Michael Chen

Michael Chen, Esq.

9510 West Sahara Avenue, Suite 200

Las Vegas, NV 89117

(877) 369-6122

bknotice@mccarthyholthus.com

Approved/Disapproved

/s/ Corey B. Beck

Corey B. Beck, Esq.

(702) 678-1999

EXHIBIT “2”



May 12, 2021

WESTWOOD INSURANCE AGENCY INC  
8407 FALLBROOK AVE STE 200  
WEST HILLS, CA 91304

Borrower Name: MELISSA J HEXUM  
Co-Borrower: PETER ARSAGA  
Property Address: 5900 NEGRIL AVE  
LAS VEGAS, NV 89130  
Policy Number:  
Loan Number:

Dear WESTWOOD INSURANCE AGENCY INC:

We recently received an evidence of insurance for the above referenced property. Upon review, we noted that the following information is incorrect:

The Named Insured is incorrect on the policy. Please update the name listed on the policy to read as follows:

**MELISSA J HEXUM  
PETER ARSAGA**

Please make sure that this change is applied to the policy and send an updated copy to:

Shellpoint Mortgage Servicing  
ISAOA / ATIMA  
PO Box 7050  
Troy, MI 48007-7050

If you should have any questions, please contact the Shellpoint Mortgage Servicing Insurance Department.

Insurance Department  
Shellpoint Mortgage Servicing

Phone: (877) 491-7277 Monday - Friday, 8 am to 6 pm ET  
Fax: (248) 878-2370

If your obligation for this account was previously discharged in a bankruptcy proceeding, and if the obligation was not reaffirmed, this letter is being sent for informational purposes only. We are not attempting to collect, recover, or offset the discharge debt as your personal liability.  
NameIns TTY Service is available by contacting 711 02/22/2017



EXHIBIT “3”

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Attorney for Debtor

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| CENSO, LLC. | ) |                   |
|             | ) |                   |
| Debtor.     | ) |                   |

**DECLARATION IN SUPPORT OF MELANI SCHULTE**  
**IN SUPPORT OF MOTION FOR CONTEMPT AGAINST SHELLPOINT**

I, Melani Schulte, declare under penalty of perjury the following:

1. That I agreed to Interim Adequate Protection Order on 5900 Negril Avenue property which was filed on January 27, 2021 - Docket # 146.
2. That I have tendered all required payments. I have provided proof of payments for February 2021 to April 2021, which have been cashed by ShellPoint.
3. Notwithstanding, the payments submitted and proof of payments to counsel for ShellPoint. ShellPoint is still maintaining there is a "default" and to submit stay relief order.
4. Under the adequate protection order, I was required to pay property taxes on the subject property from the time of the stipulation going forward, which was for the final payment of the tax year 2021 starting in March 2021.
5. After preparing the check for the property taxes on the Negril Property, I went to pay the tax payment at the Clark County Treasurer's Office which was due March 1, 2021, with a 10 day grace period. The clerk at the Clark County Treasurer's Office advised me that ShellPoint had paid the taxes on March 1, 2021, even when ShellPoint knew they were not to do this per the stipulation and

1 agreement. The Clark County Tax Treasurer advised me that they could not  
2 accept my payment because it was the end of the tax year, ShellPoint had already  
3 paid it, and that there was no longer a balance due. *See Exhibit "1" - Copy of*  
4 *Check to Clark County Treasurer.*

5 6. My insurance policy (policy #2006163725) was up for renewal for April 22,  
6 2021 to April 22, 2022. Per the Stipulation Order, I made sure that ShellPoint  
7 was named as additional interests. I paid the annual renewal fee of \$770.00 on  
8 April 6, 2021 (check #1252). This check was cashed by Century National  
9 Insurance on April 9, 2021. Century National Insurance also received a payment  
10 for insurance from Shellpoint. On April 24, 2021, I received a check for  
11 \$770.00 from Century National Insurance. On April 26, 2021, I contacted  
12 Century National Insurance and advised them that this was in violation of the  
13 stipulation and that they needed to put a stop payment on the check that they  
14 issued to me and refund ShellPoint \$770.00 as this was again in violation of the  
15 stipulation and order.

16 7. That I maintained and paid insurance on the Negril property as the Interim  
17 Adequate Protection Order required.

18 8. I have submitted the payment for May 2021 dated May 1, 2021 and mailed  
19 certified mail return receipt requested.

20 9. That I followed all the court orders and rules. I've signed under oath every time  
21 I submit something to the court under penalty of perjury. I am under the belief  
22 that it is ShellPoint and their respective legal counsel to follow the same orders  
23 and rules of the court. They have not done so. They have filed erroneous and/or  
24 incorrect documentation into the bankruptcy court. Further, these are intentional  
25 acts to damage Censo, LLC., and make it appear as if Censo, LLC., is not  
26 following the court orders and mandates. It has been difficult to come to a  
27 conclusion regarding our bankruptcy as we don't get any cooperation from  
28 ShellPoint and/or their legal counsel. I believe that filing false documents on the



1 court and then continuing to try to collect on erroneous information is not in the  
2 bankruptcy court's best interest.

3 10. I am filing this motion for contempt to let the judge know that I have complied  
4 with all orders regarding this Negril property. I have done so honestly and under  
5 oath. Shell point and their legal representatives namely Michael Chen, Esq.,  
6 have not done so. After receiving their alleged default letter, my counsel Corey  
7 B. Beck, Esq., reached out to Michael Chen, Esq., with the proof of payments  
8 showing compliance with all orders. Michael Chen, Esq., claimed that we were  
9 still in default. Obviously, he should be expected to comply with all court  
10 orders, as I have to. ShellPoint and their counsel should be held to account for  
11 their actions and/or non-actions.

12 11. If I didn't file this motion for contempt, Honorable Judge Nakagawa would  
13 believe that I'm not complying with his orders. These actions by ShellPoint and  
14 their counsel allow the court to become biased against me even though I have  
15 complied with all orders issued by the court. This needs to stop.

16 **I DECLARE UNDER PENALTY THAT THE FOREGOING IS TRUE AND**  
17 **CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

18 DATED this \_\_\_\_ day of May, 2021.

19 

20 MELANI SCHULTE, c/o Censo, LLC.  
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